

## WAIVER & RELEASE AGREEMENT FOR EDUCATION ABROAD

**THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE READ AND FULLY UNDERSTAND BEFORE SIGNING.**

**Purpose of this Release.** This release is to be signed by the undersigned Participant in the defined University international travel Program. In consideration of the educational, social, recreational, and other benefits and opportunities to be provided through involvement with the Program, the receipt and adequacy of which is acknowledged, Participant agrees to all terms contained herein. If Participant is under nineteen (19) years of age, a parent or legal guardian must also read, understand, print, and sign this form and provide a fully executed copy to the University office.

**Definitions.** The following terms have the stated meaning when used in this release:

- "I" or "Participant" - the individual participating in or traveling with the Program, and all related activities, that executes this release.
- "Potential Liabilities" - any and all loss, injury, death, terrorism, kidnapping, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from Participant's involvement in the Program, such as medical expenses, other costs, injury, sickness, or death, and such other risks associated with off-campus study and other University-affiliated travel, as set out below and as may be otherwise described in orientation or information sessions for the Program.
- "Program" - the international program or activity that this release pertains to including all activities incidental thereto or connected therewith.
- "University" - The Board of Trustees of the University of Alabama, including the The University of Alabama, University of Alabama at Birmingham, University of Alabama in Huntsville, foundations affiliated therewith, and their respective trustees, officers, employees, agents, representatives, faculty, staff, and volunteers.

**Liability Release. THIS IS A RELEASE OF LIABILITY.** I knowingly and voluntarily waive, release, exculpate, and discharge the University from and against any and all Potential Liabilities connected with the Program. By signing this release, I voluntarily agree to discharge University in advance from all such Potential Liabilities.

**Indemnification.** I agree to hold harmless and indemnify University from and against all Potential Liabilities related to or arising from my involvement in the Program (including periods in transit to or from the location where the Program is being conducted). It is my intention to include the negligence of University within the scope of this indemnification agreement and to except only wanton or willful misconduct by the same.

**Assumption of Risks Associated with the Program, Off-Campus Study, and All University- Affiliated Travel.** I understand that participation in the Program involves Potential Liabilities and risks typically not associated with on-campus study at the University and that these Potential Liabilities and risks could result in loss, damages, injury, or death. I understand that this release is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, including, particularly, such risks, if any, created by actions, inactions, or negligence on the part of University, its faculty, staff, and representatives. These may include, without limitation, Potential Liabilities and risks involved in traveling to and within, and returning from, one or more domestic locations or foreign countries; foreign political, legal, social, and economic conditions; risks endemic to the third world and underdeveloped countries, including different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; exposure to illnesses and diseases not commonly found in the place of one's residence or in the United States; exposure to political crisis; lack of freedoms and legal standards applicable in the

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United States, such as expectations of equality, due process, and other rights; lack of or poor medical treatment; terrorism; kidnapping; criminal acts against tourists and foreign visitors; anti-American unrest; and natural disasters. While doing so will not eliminate the foregoing risks, I understand that I should consult regularly the U.S. Department of State, Bureau of Consular Affairs and Centers for Disease Control for travel advisories, warnings, and consular information sheets about the risks of travel in the foreign countries that are involved in the Program. Further, I understand conditions can change rapidly and present risks due to war, conflict, political unrest, natural disasters, and other events or trends that may not have been evident at the beginning of the Program, and further I understand these risks are inherent to foreign travel. I have familiarized myself with the US Department of State services and information for American citizens abroad that is available from the Bureau of Consular Affairs, Centers for Disease Control, and all other available information concerning my foreign travel as I deem necessary. I have also attended or will attend any orientation and information sessions offered or to be offered by the University.

In addition to the risks set forth above, I also understand and acknowledge that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, disability or death, including, without limitation, activities potentially related to the Program, travel risks such as accidents, crashes, and risks from autos or conveyances operated by University as well as other individuals or entities, poorly maintained streets, sidewalks, as well as criminal acts that can result in serious injury or death; premises risks, including those that may be owned by others and risks from water, such as drowning; injury risks from falls, collisions, or accidents (such as cuts, bruises, torn muscles, sprains, broken bones, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others involved in the Program (such as transmitted illnesses or risks from others' actions); health risks, such as disease, food borne illness, heart or respiratory events as well as other risks inherent in any strenuous activities including things identified as "injury risks" herein; equipment risks, including failure, misuse, inherent risks, and risks from non-University equipment; and other risks and hazards beyond the knowledge, control or foreseeability of University or others.

I understand and acknowledge that the University does not, and cannot, guarantee the Program will be safe and risk-free. It is solely my responsibility to investigate, determine and assess the risks associated with my participation in the Program, and I acknowledge that I have had an opportunity to do so, and have done so, before executing this release. Knowing and understanding all risks associated with the Program, I nevertheless **VOLUNTARILY AGREE TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the Program. I also agree to take all reasonable steps to avoid any risks, injury, or death.

**International SOS.** I understand that International SOS provides University travelers with 24- hour worldwide medical care referrals and travel assistance, including emergency evacuation, when required. I certify that I have read the International SOS contact information and benefits on the University's travel website, have obtained an International SOS card, and have downloaded and understand how to use the International SOS smart phone application. If I need assistance while traveling, including but not limited to assistance involving medical, security and legal matters, I understand that I should contact International SOS. I understand that for emergency medical assistance, I should seek help from local emergency services, followed by a call to International SOS.

**Institutional Arrangements.** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, employer, volunteer organization, company, transportation carrier, hotel, tour organizer or other provider of goods, services, or opportunities involved in or associated with the Program. I understand that University is not responsible for matters, acts, or omissions that are beyond its control. I hereby RELEASE THE UNIVERSITY from any injury, loss, damage, accident, delay or expense arising out of any such matters, acts, or omissions, including Acts of God (force majeure).

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**Independent Activity.** In addition to the risks already assumed, I understand and agree that I assume all risk of injury, loss, or death I may suffer when I am traveling independently, engaging in unsupervised or independent activities, or otherwise separated or absent from any University- supervised activities. I also assume the responsibility for any costs associated with travel delays or disruptions due to my failing to meet the Program travel schedules.

**Health and Safety.**

- A. I am aware of all applicable personal medical and medication needs for myself and have considered such needs and determined that none would preclude my ability to safely participate in the Program. I have purchased the limited medical insurance offered by the University to cover medical emergencies that arise while I am traveling and I understand that such insurance is not intended to replace my primary health insurance. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefor. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Program, the University is not responsible for the cost or quality of such treatment or care, and I hereby RELEASE THE UNIVERSITY from any responsibility or liability for any such expense that I may incur due to injuries, sickness, or death.
- B. I authorize the University and its representatives to take any actions that it, in its or their discretion, are considered to be warranted under the circumstances regarding my health and safety and I have notified the University of any medical or other conditions of which they it should be aware. I agree to pay all expenses relating thereto and RELEASE THE UNIVERSITY from any liability in connection with such actions.

**Standards of Conduct.**

- A. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, alcohol and drug use and behavior; and in some foreign countries if one is arrested for possession or use of illegal drugs, underage use of alcoholic beverages, public intoxication, drunken driving, or disorderly conduct, the person may face very severe penalties that are much harsher than those typically imposed in the U.S., including prison sentences. I understand that concepts and standards of due process and individual and procedural rights that normally apply in the U.S. may not be the same in other countries. I recognize that behavior that violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and safety. I agree to become informed of, and will abide by, all such laws and standards for each state in the United States and each foreign country to or through which I will travel during the Program. I further understand and acknowledge that I am subject to the laws and regulations of the country where my Program is taking place as well as any other countries that I travel to. I understand that, should I be arrested, neither the University nor the U.S. Embassy or Consulate can demand or require my release from jail, represent me in court, or pay any legal fees or fines connected with my arrest.
- B. I also agree to comply with the University's rules, standards and instructions for student behavior as published in any Code of Student Conduct, or similar policies or document. I WAIVE and RELEASE all claims against the University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.
- C. I agree that University has the right to enforce the standards of conduct described above, as well as all applicable University policies in its sole judgment, and that it may impose sanctions, up to and including expulsion from the Program, for violating those standards or the University's policies, as well as for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the Program, or other Program participants, or that creates an unacceptable risk to the other Program participants or to the reputation of the University and/or its Study Abroad Program. I understand that the University reserves the right to decline to retain me in the Program. I recognize that due to the circumstances of off-campus study, procedures for notice, hearing and appeal applicable to student disciplinary proceedings on-campus at the University will not apply. I agree to be bound by any decision

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based on my conduct that is rendered while I am participating in the Program. If I am expelled from the Program, I consent to being sent home at my own expense with no refund of fees, costs, or expenses. I further understand that if I am dismissed from the Program and sent home, I may also be subject to conduct charges upon my return to campus for my behavior during the Program through the University's office of student conduct, including all offices which handle academic misconduct.

- D. At my own expense, I will attend to any legal problems I encounter anywhere in the United States and with any foreign nationals or government of a foreign host country. The University is not responsible for providing any assistance under such circumstances.

**Course Changes.**

- A. I understand that, although the University will attempt to maintain the Program as described in its publications and brochures, the University reserves the right, in its sole discretion and to the extent required, to change the Program, including the itinerary, travel arrangements or accommodations, at any time and for any reason, with or without notice. In the event the Program is changed, canceled, or suspended or my participation in the Program is terminated for any reason whatsoever, I acknowledge that there is a risk that all or any portion of advance payments or deposits paid to domestic or foreign providers on my behalf for overseas accommodations, meals, transportation, domestic or foreign tuition expense, tour costs, entrance fees, or other Program goods and services may be forfeited. I assume and accept the risk that those funds will not be recoverable and agree that the University shall have no liability or obligation to me or to my parents or guardians for any expenses or losses, including airfare or other transportation costs that I may sustain because of Program changes, suspension, or cancellation.
- B. I understand that the University's fees and program charges are based on current fares for airline or other modes of transportation, lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become separated from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

**Program Withdrawal.** In the event a Participant withdraws from the Program for medical or other reasons, any refund or pro-ration of University tuition expense, if any, shall be governed by and in accordance with the withdrawal policy of the Program and/or University, as applicable. Participants who are not retained in the Program for disciplinary reasons have no right to a refund of any University tuition paid or to cancellation of amounts due.

**Governing Law.** This document shall be governed by and interpreted in accordance with the laws of the State of Alabama (excluding its conflict of laws principles), and the State of Alabama shall be the exclusive forum within which to resolve any dispute relating thereto or arising from this release. I agree that, should any provision or aspect of this release be found unenforceable, that all remaining provisions will remain in full force and effect. Titles of the paragraphs of this release have been inserted for sake of convenience and reference only and shall not be deemed to define, modify, or restrict the meaning or interpretation of the terms and provisions of this release.

**ACKNOWLEDGMENT. I, AS PARTICIPANT, ACKNOWLEDGE THAT I HAVE READ, CONSIDERED, AND UNDERSTAND THIS ENTIRE DOCUMENT AND ITS EFFECT ON MY RIGHTS, RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE ABOUT THE RISKS ASSOCIATED WITH THE PROGRAM, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, AND KNOWING THE EFFECT OF THIS DOCUMENT, I VOLUNTARILY AGREE TO EXECUTE THIS DOCUMENT AND PARTICIPATE IN THE PROGRAM. I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE TO ME SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT AND THAT I HAVE THE RIGHT TO SEEK LEGAL ADVICE**

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REGARDING THE TERMS OF THIS DOCUMENT BEFORE SIGNING IT. I VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL FULLY INTENDING TO LEGALLY BIND MYSELF, MY HEIRS, SUCCESSORS, AND ASSIGNS TO ITS TERMS. I ALSO CERTIFY THAT, IF I AM 19 YEARS OF AGE OR OLDER, I AM THE PERSON EXECUTING THIS FORM ON MY OWN BEHALF.

IF YOU ARE UNDER THE AGE OF NINETEEN (19), PRINT THIS DOCUMENT, SIGN IT, AND ALSO HAVE YOUR PARENT/GUARDIAN READ, SIGN, AND SUBMIT A FULLY EXECUTED HARD COPY TO THE EDUCATION ABROAD OFFICE.

AS THE SIGNING PARENT/GUARDIAN OF PARTICIPANT, I EXECUTE MY NAME BELOW AND CERTIFY THAT I AM OVER THE AGE OF 19, HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT AND ITS EFFECT ON MY RIGHTS AND PARTICIPANT'S RIGHTS. I ACKNOWLEDGE AND UNDERSTAND THAT I HAVE THE OPTION TO SEEK REVIEW OF AND ADVICE ABOUT THIS AGREEMENT FROM MY LEGAL COUNSEL BEFORE EXECUTING IT. RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE ABOUT THE RISKS ASSOCIATED WITH THE PROGRAM, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, AND THE EFFECT OF THIS DOCUMENT, I VOLUNTARILY AGREE TO EXECUTE THIS DOCUMENT AND ALLOW PARTICIPANT TO BE INVOLVED OR TRAVEL WITH THE PROGRAM. BY SIGNING, I CERTIFY AND ACKNOWLEDGE THAT I HAVE THE LEGAL RIGHT TO SIGN ON BEHALF OF PARTICIPANT, THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT, AND AGREE TO ENTER INTO THE SAME, FULLY INTENDING TO LEGALLY BIND MYSELF, PARTICIPANT, PARTICIPANT'S HEIRS, SUCCESSORS, AND ASSIGNS TO THE TERMS OF THIS DOCUMENT.

Name of Participant's Legally Responsible Parent or Guardian (printed):

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Signature of Participant's Legally Responsible Parent or Guardian:

\_\_\_\_\_ Date: \_\_\_\_\_

Education Abroad Program Name: \_\_\_\_\_

Semester and Year: \_\_\_\_\_

Name of Participant (printed): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

PLEASE FULLY COMPLETE, SIGN, SCAN, AND EMAIL ALL PAGES TO: [educationabroad@uab.edu](mailto:educationabroad@uab.edu).

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